

Panaji, 2nd May, 2019 (Vaisakha 12, 1941)

SERIES II No. 5

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 4 dated 25-04-2019 as follows:—*

- (1) *Extraordinary dated 25-04-2019 from pages 87 to 88 regarding Order from Department of Elections.*
- (2) *Extraordinary (No. 2) dated 26-04-2019 from pages 89 to 90 regarding Notifications from Department of Finance.*
- (3) *Extraordinary (No. 3) dated 30-04-2019 from pages 91 to 92 regarding Orders & Notification from Department of Elections.*

## GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

### Order

No. 2/14/95/D.Agr/Part/87

Government is pleased to extend the deputation period of Shri Ranjit Babi Mhapsekar, Assistant Agriculture Officer against the post of Assistant Horticulture Officer at Raj Bhavan, Dona Paula for another year with effect from 12-05-2019 to 11-05-2020.

The deputation of Shri Ranjit Babi Mhapsekar, shall be governed by standard terms and conditions of deputation as contained in the O.M. No. 13/4/74-PER dated 12-02-1999 and as amended from time to time.

By order and in the name of the Governor of Goa.

*Madhav B. Kelkar*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 29th April, 2019.

Department of Finance

Debt Management Division

### Notification

No. 2/8/2012-Fin(DMU)/Part/694

Read: Notification No. 2/8/2012-Fin(DMU)/562 dated 13-04-2017.

Government is pleased to accept the resignation tendered by Shri Deepak Prabhu Pauskar as a Chairman of Goa State Infrastructure Development Corporation Ltd. w.e.f. 27-03-2019 (a.n.).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary, Finance (Budget-II).

Porvorim, 24th April, 2019.

### Notification

No. 2/8/2012-FIN(DMU)/Part/695

Read: i) Notification No. 2/8/2012-FIN(DMU) dated 13-04-2017.

ii) Notification No. 2/8/2012-FIN(DMU) dated 19-09-2017.

iii) Notification No. 2/8/2012-FIN(DMU)/Part/694 dated 24-04-2019.

In pursuance to Clause 18 of the Articles of Association of Goa State Infrastructure Development Corporation Limited (GSIDC) and in continuation to the Notification of even number dated 13-04-2017 and 19-09-2017 (read above); Government of Goa is pleased to nominate Dr. Pramod Sawant, resident of Sankhali, on the Board of Director of GSIDC Ltd., and further appoint him as a Chairman of GSIDC Limited, with immediate effect.

This issues with the approval of the Election Commission of India vide letter No. 437/Goa-HP/2019 dated 16th April, 2019, as communicated by the Office of the Chief Electoral Officer, Goa vide letter No. 5/13/2019/ELEC/LS/NOC-PERM(166)/571 dated 16-04-2019.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary, Finance (Bud.-II).

Porvorim, 25th April, 2019.

### Goa Legislature Secretariat

#### Order

No. LA/Admn./2019/178

On the approval of the Governor of Goa in terms of Rule 4(1) of the Goa Legislature Secretariat (Recruitment and Conditions of Service) Rules, 1988, Shri N. B. Subhedar, Secretary, Legislature is relieved of his duties as Secretary of the Goa Legislature Secretariat w.e.f. 22nd April, 2019 (a.n.), who was on extension in service beyond superannuation.

2. Shri N. B. Subhedar stands relieved from the Goa Legislature Secretariat w.e.f. 22nd April, 2019 (a.n.).

By order and in the name of the Governor of Goa.

*U. D. Bicholkar*, Committee Officer, Legislature.  
Porvorim, 29th April, 2019.

### Department of General Administration

#### Notification

No. 2/1/2017-GAD-III/1150

In pursuance of sub-section (1) of Section 40A of the Goa Panchayat Raj Act, 1994 (Goa Act No. 14 of 1994), the Government of Goa hereby declares Sunday, the 28th April, 2019 (Vaisakha 8, Saka 1941) as a "paid holiday", being the "Polling Day" for the General Election to the Ward Nos. I to XI of the Village Panchayat of Taleigao of Tiswadi Taluka and Bye-Election to the Ward No. VI of the Village Panchayat of Ona-Maulinguem-Kudchirem of Bicholim Taluka, to the following workers, who are entitled to vote at the said General Election and Bye-Election of the Village Panchayats, namely:-

- (i) industrial workers;

- (ii) daily wage workers of the Government Departments and State Government Industrial Departments;
- (iii) commercial and industrial workers of private establishments;
- (iv) workers of all private establishments;
- (v) daily wage/casual workers employed in any business, trade, industrial undertakings or any other establishments.

The aforesaid paid holiday shall be in addition to the holidays indicated in the Government Notification No. 37/5/2018-GAD-III/3268 dated 14-11-2018, published in the Official Gazette, Series II No. 33 dated 15-11-2018, to the aforesaid workers.

By order and in the name of the Governor of Goa.

*Manuel Barreto*, Under Secretary (GA-I).

Porvorim, 25th April, 2019.

### Department of Labour

#### Order

No. 28/6/2019-LAB/287

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Zuari Agro Chemicals Limited/ /Zuari Global Limited, Zuarinagar, Goa, and it's workmen represented by the Zuari Agro Chemicals Limited Workers Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

#### SCHEDULE

- "01. Whether the action or the management of M/s. Zuari Agro Chemicals Limited/Zuari Global Limited, Zuarinagar, Goa, in refusing to concede the following demands raised by the Zuari Agro Chemicals Limited Workers Union, is legal and justified?

## CHARTER OF DEMANDS

01. *Applicability:*

The Charter of Demands pertains to employees who are members of ZACLWU only.

02. *Revision in terms of Service Pay Scales/Grades:*

Effective 01-01-2018, the salary grades/scales and annual increments should be as under:-

Grade	Scale
G-1	Rs. 4500- increment @ 10% of Basic+FDA+PP
G-2	Rs. 4650- increment @ 10% of Basic+FDA+PP
G-3	Rs. 4800- increment @ 10% of Basic+FDA+PP
G-4	Rs. 5250- increment @ 10% of Basic+FDA+PP
G-5	Rs. 5775- increment @ 10% of Basic+FDA+PP
G-6	Rs. 6275- increment @ 10% of Basic+FDA+PP
G-7	Rs. 6775- increment @ 10% of Basic+FDA+PP
G-8	Rs. 7275- increment @ 10% of Basic+FDA+PP
G-9	Rs. 7775- increment @ 10% of Basic+FDA+PP

03. *Special Salary Adjustment:*

All Members on roll as on 01-01-2018 should be given a special salary adjustment of 40% of last Basic Salary FDA and personal pay drawn.

04. *Service Weightage:*

Effective 01-01-2018 all members should be paid a service weightage pay of Rs. 500/- for every completed year of service.

05. *Variable Dearness Allowance:*

Effective 01-01-2018, Variable Dearness Allowance should be computed and paid as follows:

For every point rise in AICPI (1960=100) over 1200 points a payment of an amount in rupees equivalent to-

- 0.0030 per rupee for the first Rs. 2900 or part thereof of basic salary plus FDA plus pp (if any).
- 0.0006 per rupee for the next Rs. 1000 or part thereof of basic salary plus FDA plus pp (if any).
- 0.0007 per rupee for the next Rs. 1000 or part thereof of basic salary plus FDA plus pp (if any).
- 0.0008 per rupee for the next Rs. 1000 or part thereof of basic salary plus FDA plus pp (if any).
- 0.0009 per rupee for the next Rs. 1000 or part thereof of basic salary plus FDA plus pp (if any).

f. 0.0010 per rupee for the next Rs. 1000 or part thereof of basic salary plus FDA plus pp (if any).

g. 0.0060 per rupee for basic salary plus FDA plus pp above Rs. 7500.

06. *House Rent Allowance:*

Effective 01-01-2018, House Rent Allowance should be enhanced to 40% of Basic Salary plus Dearness Allowance plus PP. All other terms and conditions for payment of HRA to remain unaltered.

07. *Gardening Allowance:*

Effective 01-01-2018, all Members should be paid gardening allowance of Rs. 5000/- per month and should be reimbursed in cash.

08. *Personal Allowance:*

Effective 01-01-2018, Members should be paid personal allowance Rs. 6000/- per month.

09. *Transport Allowance:*

Effective 01-01-2018, Members should be paid transport allowance of Rs. 6000/- per month.

10. *Educational Allowance:*

Effective 01-01-2018, Members should be paid an educational allowance of Rs. 5000/- per month.

11. *Factory Allowance/Site Allowance:*

Effective 01-01-2018, Members should be paid Factory Allowance/Site Allowance of Rs. 6000/- per month.

12. *Administrative Allowance:*

Effective 01-01-2018, all members in Administrative category at all locations should be paid an Administrative Allowance at the rate of Rs. 5000/- per month.

13. *Computer Allowance:*

Effective 01-01-2018, Members should be paid a Computer Allowance of Rs. 4000/- per month.

14. *Towel and Soap Allowance:*

Effective 01-01-2018, Members should be paid Soap and Towel Allowance of Rs. 4000/- per month.

15. *Washing Allowance:*

Effective 01-01-2018 Members provided with uniforms should be paid Washing Allowance at the rate of Rs. 5000/- per month.

16. *Technical Literature:*

Effective 01-01-2018, Members should be paid Technical literature of Rs. 3000/- per month.

**17. Soft Furnishing:**

Effective 01-01-2018, members should be reimbursed Soft Furnishing of Rs. 3000/- per month. The amount should be tax free in the same manner as paid to some management staff.

**18. Cash Handling Allowance:**

Effective 01-01-2018, Cash Handling Allowance to be enhanced Rs. 200/- per day worked to Members disbursing cash at Treasury Counter or designated locations at Zuarinagar.

**19. Overtime:**

Members working overtime on Company declared holidays should be paid an additional amount of Rs. 1000/-. Other conditions should remain unaltered.

**20. Reimbursement of Outdoor Expenses and Class of Travel:**

Effective 01-01-2018, Members who are away on Company duty for 2-4 hours should be paid Rs. 600/- as outdoor expenses and members who are away on Company duty during the meal time should be paid outdoor expenses of Rs. 500/- per meal.

Members who are away for work for a minimum of eight hours will be paid Rs. 1000/- per day.

Members away for one day inclusive of night halt should be reimbursed outdoor expenses at following rates:

- |                            |      |            |
|----------------------------|------|------------|
| (a) Metro cities - Mumbai, | .... | Rs. 6000/- |
| Delhi, Calcutta & Chennai  |      |            |
| (b) All State Capitals     | .... | Rs. 6000/- |
| (c) All other locations    | .... | Rs. 4000/- |

**21. Medical Reimbursement:**

Members should be reimbursed Rs. 30000/- as medical reimbursement for Self, Family, and dependent parent per calendar year commencing from 1-1-2018.

Hundred percent premium towards Group Health Insurance to be borne by the Company.

**22. Special Medical Reimbursement:**

Special Medical Reimbursements should be paid at actuals for Self/Family/dependent parents.

**23. Leave Travel Assistance:**

Leave travel assistance should be increased to Rs. 30000 on par with Entry level Employee in Management Grade. Incidental expenses to be increased to Rs. 10000/-.

Class of travel for all members should be first class rail fare (A/C).

All other conditions remain unaltered.

**24. Uniforms, Shoes and Raincoats:****(a) Uniforms:**

All our members should be given five pairs of uniform. Locker Cupboards should be provided.

**(b) Shoes:**

Members should be reimbursed cost of two pairs of shoes at the rate of Rs. 4000/- per pair and cost of two pairs of socks.

**(c) Raincoats:**

Members should be reimbursed cost of one raincoat every year.

**25. Loans and Advances:****(a) Vehicle Loan:**

Effective 01-01-2018 Vehicle loan for purchase of Scooter/Moped/Motorcycle (Two Wheelers) should be enhanced to Rs. 75000/- or at actuals whichever is less, to be recovered in 48 equal monthly instalments with an interest rate of 3%.

In addition to Scooter/Moped/Motorcycle loan, those members who have completed 15 years of services should be given a one time car loan or Rs. 400000/-. Recovery to cover the balance period of service.

**(b) Furniture/Equipment Loan:**

Effective 01-01-2018, Furniture/Equipment Loan to be enhanced to Rs. 150000/-. Members should be allowed to draw Vehicle Loan and Furniture/Equipment Loan concurrently.

**(c) Housing Loan:**

Effective 01-01-2018, Housing Loan to be enhanced to Rs. 2000000/-.

In cases where both husband and wife are members of ZIL, the loan limit to both should be 2500000/- for purchase or own house/flat.

Members who have completed 6 years of loan period, should be allowed to avail a repeat loan of Rs. 250000/- towards repairs, maintenance, extensions, etc.

All loan applications should be cleared without any budgetary restrictions.

The repayment of housing loan should be spread upto the retirement age of the member.

In the event of member being permanently disabled and retrenched/separated from service, all the loans (Vehicle, Furniture, Housing) should be waived off.

All other terms and conditions to remain unaltered.

(d) Festival Advance:

Members should be allowed to avail an interest free Festival advance of Rs. 15000 in a calendar year to be recovered in 12 equal monthly instalments.

26. *Annual Performance Award:*

Annual performance Award chart should be enhanced by 50%.

27. *New Performance Award Scheme:*

The Productivity Linked Incentive Schemes should be paid to all members at equal rates.

A sales performance award @ 0.5% of gross turnover be paid. The details of the scheme should be worked out in consultation with the Union.

28. *Ex-Gratia/Bonus:*

Ex-Gratia/Bonus should be calculated @ 20% of the actual salary (Basic+DA+PP) drawn.

29. *Pension Scheme:*

Effective 01-01-2018, Employers Contribution should be enhanced to 15%. A provision should be made for additional voluntary contribution by employees upto 15% of their salary.

30. *Gratuity:*

Gratuity should be paid at the rate of one months salary (basic+DA+PP) for every completed year of service.

31. *Leave:*

(a) Privilege Leave:

Effective 01-01-2018, Privilege Leave should be enhanced to 40 days in a calendar year. Holidays/Off days falling in between leave period should not be considered as leave.

(b) Casual Leave:

Casual Leave to be enhanced to 15 days in a calendar year.

(c) Sick Leave:

Sick Leave to be enhanced to 25 days in a calendar year and there should be no bar for an accumulation purpose. However, option should be given to members to encash Sick Leave over and above 45 days.

Effective 01-01-2018 Medical Certificates should mandatory only for availing sick leave for 6 days and above.

(d) Restricted Holidays:

All members should be allowed to avail 2 days Restricted Holidays in a Calendar year.

(e) Additional Sick Leave:

Every members should be given additional Sick Leave with full pay for 60 days and half pay for more than 60 days in case of extreme sickness.

(f) Special Leave on Band Days:

In case of emergencies such as bandhs, strikes, riots, etc., the company should treat such absence as Special Leave.

(g) Leave Pay:

Any member who ceases to be an employee of the company for whatever reasons, should be paid full wages for any leave outstanding to his/her credit on the date of his/her ceasing to be in service.

(h) Leave Combination:

All type of leave including company declared Holidays, Compensatory offs, Restricted Holidays should be allowed to be used in any combination.

(i) Public Holiday:

Public holidays to be enhanced to 16 days in a calendar year.

Determination of holidays to be done jointly as per prevailing practice.

32. *Retirement Age:*

The retirement ages for all members to be enhanced to 60 years of age.

33. *Promotion Policy:*

Present practice to continue except that all employees joining in Grade G-5, on completion of 5 years of service in Grade G-8, be promoted to Grade G-9, and all the employees joining in Grade G-4, on completion of 5 years in Grade G-7, be promoted to Grade G-8.

34. *Holiday Homes:*

The guest house facilities provided to unionised staff should also be extended to the other location such as Ooty, Kodaikanal, Panchagani, etc.

35. *Out of State Allowance:*

Upon transfer from one State to other due to any reason, the member should be paid Rs. 8000/- per month as out of State allowance.



**36. Reimbursement of Water/Electricity Charges:**

Effective 01-01-2018 Water and Electricity charges should be reimbursed at actuals subject to maximum of Rs. 150/- and Rs. 250/- per month respectively.

**37. Abolition of Contract Labour:**

In the interest of all the Workmen and Industrial peace and harmony the contract labour system in the company should be abolished.

**38. Gift to Employees at the time of retirement:**

A Gift of 1 gram of Gold for every completed year of service should be given to employees at the time of retirement.

**39. Goodwill Gestures:**

Within one month of the signing of the settlement, the management should pay to all members of ZACLWU only, an amount of Rs. 15000/- as goodwill gesture along with arrears accrued.

**40. General:**

- Members who retires in the intervening period of the settlement should also be paid the benefits of the settlement if they retire prior to signing of the settlement.
- Benefits arising out of this settlement should be given to members of ZACLWU only.
- All other facilities provided in earlier settlement stands unaltered.

**41. Period of Settlement:**

January 1, 2018 to 31st December, 2020.

- If the answer to issue No. (1) above is in the negative, then, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 25th April, 2019.

**Notification**

No. 28/2/2019-LAB/Part-II/288

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 04-04-2019 in reference No. IT/05/18 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 25th March, 2019.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT

GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Ref. No. IT/05/18

Workmen,

Rep. by the President,

Goa Trade & Commercial

Workers Union,

Velho Building, 2nd Floor,

Panaji, Goa-403 001.

... Workmen/Party I

V/s

M/s. Funskool (India) Ltd.,

Corlim, Tiswadi,

Goa-403 110.

... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri Suhaas Naik.

Employer/Party II represented by Ld. Adv. Shri G.K. Sardesai.

**AWARD**

**(Delivered on this the 4th day of the month  
of April of the year 2019)**

By order dated 06-04-2018, bearing No. 28/18/2017-LAB/252, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

*"(1) Whether the following demands raised by the Goa Trade and Commercial Workers' Union, vide their letter dated 20-12-2016, on the management of M/s. Funskool (India) Limited, Corlim, Goa, are legal and justified?"*

**CHARTER OF DEMANDS****(1) Flat-rise in the basic salary:**

We demand that each worker be paid a sum of Rs. 1500/- as Flat-Rise in the Basic salary as on 01-01-2017. The total Basic salary as on 31-12-2016 plus the Flat-Rise of Rs. 1500/- per month be placed in the pay-scales given below and fitted in the appropriate stage w.e.f. 01-01-2017.

Grade	Category	Pay-scales
(1)	(2)	(3)
VIII	Charge-hand and equivalent designation	3500-285-4925-315- -6500-345-8225-375- -10,100.

(1)	(2)	(3)
VII	Sr. Technician, Sr. Electrician, Sr. Set-up Man-Moulding, Sr. Set-up Man-SNS, Sr. Fitter and equivalent designations	3200-255-4475-285- -5900-315-7475-345- -9200.
VI	Technician, Setup Man-Moulding, Set up Man-SNS, Fitter, Electrician and equi- valent designations	2900-225-4025-255- -5350-285-6775-315- -8350.
V	Jr. Technician-cum- -Operator-cum-Assembler and equivalent designations	2600-195-3575-225- -4700-255-5975-285- -7400.
IV	Operator-cum- -Assembler-cum-Packer and equivalent designations	2300-165-3125-195- -4100-225-5225-255- -6500.
III	Asst. Operator-cum- -Assembler-cum- -Packer and equivalent designations	2000-140-2700-165- -3525-190-4475-215- -5550.
II	Jr. Assembler-cum- Operator-cum-Packer and equivalent designations	1700-120-2300-140- -3000-160-3800- -180-4700.
I	Attendant and equiva- lent designations	1200-100-1700-115- -2275-130-2925-145- -3650.

**(2) Fixed Dearness Allowance:**

That w.e.f. 01-01-2017 each worker be paid Rs. 1450/- per month towards Fixed Dearness Allowance (FDA).

**(3) Variable Dearness Allowance (VDA):**

That w.e.f. 01-01-2017 each worker be paid a VDA @ Rs. 2/50 per point over and above base 4500 points AAICPI (1960=100). The VDA should be revised once every quarter (once in three months).

**(4) House Rent Allowance:**

That w.e.f. 01-01-2017 each worker be paid an additional amount of Rs. 1400/- in the existing House Rent Allowance.

**(5) Special Increments:**

That w.e.f. 01-01-2017 all the workers be made eligible to the following Special Increments on the basis of their Seniority:

- Those who have completed 1 to 5 years as on 31-12-2016 shall be paid one extra special increment.
- Those who have completed 5 to 10 years as on 31-12-2016 shall be paid two extra special increments.
- Those who have completed 10 to 15 years as on 31-12-2016 shall be paid three special increments.
- Those who have completed 15 to 20 years as on 31-12-2016 shall be paid four special increments, and
- Those above 20 years or service and above shall be paid five special increments w.e.f. 01-01-2017.

**(6) Conveyance Allowance:**

We demand that w.e.f. 01-01-2017 each worker be paid an additional amount of Rs. 750/- per month over and above the existing Conveyance Allowance.

**(7) Education Allowance:**

We demand that w.e.f. 01-01-2017 each worker be paid an amount of Rs. 750/- per month towards Educational Allowance.

**(8) Medical Allowance:**

We demand that each worker be paid an additional amount of Rs. 800/- per month over and above the existing Medical Allowance.

**(9) Canteen Allowance:**

We demand that w.e.f. 01-01-2017 each worker be paid an amount of Rs. 1000/- per month towards Canteen Allowance.

**(10) Uniforms and Washing Allowance:**

We demand that each worker be issued 2 sets of uniforms every year and w.e.f. 01-01-2017 each worker be paid a sum of Rs. 750/- per month towards Washing Allowance.

**(11) Shift Allowance:**

We demand that w.e.f. 01-01-2017 each worker be paid a shift allowance @ Rs. 100/- per shift for 2nd shift worked; and Rs. 150/- per shift for work done in 3rd shift.

**(12) Leave Facilities:**

We demand that w.e.f. 01-01-2017 each worker be made eligible for the following leave facilities.

- a) Privilege leave : 25 days per annum with a facility to accumulate upto 100 days and encashed.
- b) Casual leave : 8 days per annum with a facility to accumulate upto 30 days.
- c) Sick leave : 8 days per annum with a facility to accumulate upto 30 days.
- d) Holidays : 10 days per annum... to be discussed.

**(13) Leave Travel Allowance (LTA):**

We call upon the Management to pay the following Leave Travel Allowance for a calendar year w.e.f. 01-01-2017 onwards:

Grade-I	: Rs. 5,000/-
Grade-II	: Rs. 5,500/-
Grade-III	: Rs. 6,000/-
Grade-IV	: Rs. 6,500/-
Grade-V	: Rs. 7,000/-
Grade-VI	: Rs. 7,500/-
Grade-VII	: Rs. 8,000/-
Grade-VIII	: Rs. 8,500/-

**(14) Promotions:**

All those workers who have stagnated in same grade for 5 years and above without promotions, be promoted to next higher grade.

**(15) Safety Shoes and Umbrellas/Rain-coats:**

2 pairs of safety shoes, umbrellas and rain-coats be issued to all workers every year without any discrimination.

**(16) Rotation Moulding Allowance:**

That the management should pay a Rotation Moulding Allowance of Rs. 750/- per month as and when they work on oven w.e.f. 01-01-2017.

**(17) Tea and Snacks during night shift and special facilities to those who work beyond normal shift time i.e. beyond 17.00 hours:**

That the management should supply Special Tea and Snacks during the 2nd and 3rd shift-working. Those who work beyond 17.00 hrs. shall be served special snacks and tea and work beyond 19.00 hrs. the worker shall be paid Meal-Allowance or provided free meals.

**(18) Allowances:**

The workmen be made eligible to following allowances:-

- i. Rotation moulding allowance @ Rs. 250/- per month.
- ii. Blow moulding allowance @ Rs. 250/- per month.
- iii. Material mixing allowance @ Rs. 250/- per month.
- iv. Painting allowance @ Rs. 250/- per month.

**(19) Medical Facilities/Health and Safety:**

- i. Those workers who meet with accidents "In the course of employment" ought to be paid full wages by the Company as though he/she is on duty. The worker shall also be paid all the Medical expenses until he/she fully recuperates/recovers. All the workers shall also be provided proper safety equipment while working at the shop floor.
- ii. Those workers who cross the threshold of ESIS coverage ought to be paid a Medical Allowance @ 4.75% of the gross salary per month and be eligible to 15 days paid sick leave.
- iii. Every worker ought to be insured under Group Personal Accident Insurance Scheme to the extent of four (4) lakhs.
- iv. Ambulance:  
The Company shall provide fully equipped Ambulance and this ambulance shall be stationed at the factory premises to take care of contingencies/accidents that may occur in the factory.
- v. Emergency Exit:  
The Company shall maintain an impediment free Emergency Exit in the company for the workmen to come out from the premises during emergencies. Presently, the main doors of the company are either closed or loading is done at the main doors.

**(20) Loan Facility:**

Every worker ought to be eligible to an Interest-Free Loan of Rs. 50,000/- (Rupees fifty thousand only) to be deducted and repaid in 50-equal installments.

**(21) Half Days Facility:**

The Management shall allow the workers to join their duties for First Half/Second Half day.

(22) The Management shall appoint regularly a minimum two confirmed workers in the II and III shift to undertake maintenance work.



*(23) Death Relief:*

In case of death of any workman, he/his/her family be provided with one time Death Relief of Rs. 25,000/-.

*(24) Retirement Benefits:*

Workers who retire after their retirement age shall be paid one month's salary for every year of service in addition to the Gratuity payable.

*(25) Interim Relief:*

Pending discussions, negotiations or adjudication process on above demands, each of the workman be paid a sum of Rs. 4,500/- per month as on Interim Relief to be adjusted from the final settlement.

*(2) If the answer to issue No. (1) above is in the negative, then, what relief the Workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/05/18 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim Statement at Exhibit 5 and Party II filed a Written Statement at Exhibit 6.

3. In short, the case of the Party I is that the Union has been espousing the cause of the Party I workmen before the management and other competent authorities. The Party I Union has raised demands which are just, fair and proper. The Party I union prior to the present Charter of demands had placed a Charter of demands dated 20-12-2006 before the management, however said Charter of demands were not settled across the table and the same were referred to the Tribunal under reference No. IT/11/2015. The Party I workmen during the adjudication proceedings on the said Charter of demands arrived at an settlement by way of consent terms dated 30-08-2016 pursuant to which an award dated 20-09-2016 was passed. The Party II is engaged in the business of manufacturing toys/play games, which are widely used in Indian as well as foreign markets. The wages and allowances were fixed at the time of last wage settlement in the year 2004 and they are still working on the same wages and other service conditions. The present salaries and wages paid to the workmen are very low and does not even make both ends meet and therefore the present Charter of demands dated 20-12-2016 were raised on behalf of the workmen requesting the Party II to enhance their existing wages, salary, allowances and other service conditions for a period of three years to be made effective from 1-1-2017. The management however, has failed to discuss

and finalize the pending Charter of demands and has been adopted delaying tactics. The Union is therefore left with no other alternative but to raise the present demands. The Party II is in strong financial position to meet the said demands. The workmen are entitled for the benefits as demanded by them. The demands raised by the workmen therefore needs to be conceded in their favour with retrospective effect.

4. In the Written statement, the Party II claimed that the Consent award dated 30-08-2016 has not been terminated in the manner provided by sub-section 7 of Section 19 of Industrial Disputes Act. The Union does not represent substantial segment of workforce. The Charter of demands has been raised without the support of substantial segment of workforce and hence there is no industrial dispute. There is no resolution by the members authorizing the Union to raise the Charter of demands on the management. The company will not be able to bear any additional financial liability as the financial capacity of the company does not permit to do so and hence there is no question of granting any additional relief. There is also no justification for increase in wages to be made effective from 01-01-2017 retrospectively as demanded. The Party I have not made out any case justifying the Charter of demands and hence, they are not entitled for any reliefs prayed for.

5. In the rejoinder at Exhibit 7, Party I denied the case of the Party II as stated in the written statement.

6. Issues came to be framed at Exhibit 8.

7. In the course of proceedings, the dispute was referred to Shri S. A. Deshpabhu, Advisor, Office of the Commissioner, Labour and Employment, who was appointed as a Mediator for settlement with the consent of parties concerned vide letter dated 12-03-2019 at Exh. 15, who made all efforts to bring the parties to a meeting point and due to his alert intervention, the settlement was achieved by making the parties understand not only on short term gains but to strive for industrial peace throughout. The Tribunal therefore expresses profound gratitude and appreciation for the efforts made by Shri S. A. Deshpabhu in settling the matter amicably between the parties with able and timely assistance of Ld. Adv. Shri Suhaas Naik and Ld. Adv. Shri G. K. Sardessai for parties, in a short span of time. The letter dated 01-04-2019 of the Mediator along with the Consent terms dated 29-03-2019, acceptance letter and the Minutes of the meeting are placed on record at Exh. 16 colly.

8. The Consent terms are reproduced here-in-below:

- (1) *Applicability*: The terms and conditions of the settlement are applicable to all the members of the Party No. I Union who are permanent workmen of the company and who are on the rolls of the Company as on 01-01-2017 and continue to be in employment as on the date of signing this settlement.

- (2) *Period of Settlement*: Both the parties agreed that the settlement shall be in force for a period of 3 years beginning from 01-01-2017 to 31-12-2019 and shall continue to be in force unless terminated by either party in accordance with the provisions of law.

- (3) *Revision of pay scale*: It is mutually agreed by and between the parties that the pay scale for different grades would be as follows:

Grade VIII – Rs. 7280-240-8720-255-10250-270-11870-285-13580-300-15380-EB-315-17270 (Charge Hand and equivalent designations)

Grade VII – Rs. 6620-220-7940-235-9350-250-10850-265-12440-280-14120-EB-295-15890 (Sr. Technician, Sr. Electrician, Sr. Setup Man-moulding, Sr. Setup Man-SNS, Sr. Fitter and equivalent designations)

Grade VI – Rs. 590-200-7160-215-8450-230-9830-245-11300-260-12860-EB-275-14510 (Technician, Setup Man-Moulding, setup Man-SNS, Fitter, Electrician and equivalent designations)

Grade V – Rs. 5300-180-6380-195-7550-210-8810-225-10160-240-11600-EB-255-13130 (Jr. Technician-Cum-Operator-Cum Assemble and equivalent designations)

Grade IV – Rs. 4640-160-5600-175-6650-190-7790-205-9020-220-10340-EB-235-11750 (Operator-Cum-Assembler-Cum-Packer and equivalent designations)

Grade III – Rs. 3980-140-4820-155-5750-170-6770-185-7880-200-9080-EB-215-10370 (Asst. Operator-Cum-Assembler-Cum-Packer and equivalent designations)

Grade II – Rs. 3320-120-4040-135-4850-150-5750-165-6740-180-7820-EB-195-8990 (Jr. Assembler-Cum-Operator-Cum-Packer and equivalent designations)

Grade I – Rs. 2460-100-3060-115-3750-130-4530-145-5400-160-6360-EB-175-7410 (Attendant and equivalent designations)

*Note*: The designations are illustrative, flexible and not exhaustive.

- (4) *Flat rise*: It is agreed that all the confirmed permanent workmen who are on the rolls of the Company as on 01-01-2017 will be given a flat rise in their basic wage as under:

Grade VIII	-	Rs. 2175/-
Grade VII	-	Rs. 2150/-
Grade VI	-	Rs. 2125/-
Grade V	-	Rs. 2100/-
Grade IV	-	Rs. 2075/-
Grade III	-	Rs. 2050/-
Grade II	-	Rs. 2025/-
Grade I	-	Rs. 2000/-

On adding the flat rise as above, if the resultant amount does not fit into the step of the above pay scale than the same shall be fitted on the next higher step in the revised pay scale.

- (5) *Seniority increments*: It is agreed between the parties that all the confirmed workmen would be entitled to seniority increment on 01-01-2017 as follows:

a) Workmen who have completed 10 years of service or more but not completed 20 years as on 31-12-2016 one increment in their respective Basic wage.

b) Workmen who have completed 20 years of service or more as on 31-12-2016 two increments in their respective Basic wage.

- (6) *Dearness Allowance*: It is agreed that all permanent workmen will be entitled to a fixed Dearness Allowance of Rs. 2595/- p.m. from 01-01-2017 (The existing ADA i.e. from 01-01-2014 to 31-12-2016 of Rs. 500/- is merged in DA).

- (7) *Additional Dearness Allowance/Variable Dearness Allowance*: It is agreed between the parties that ADA/VDA shall be paid in lieu of VDA to all Permanent Workmen at the rate of Rs. 400/- p.m. w.e.f. 01-01-2018 and further increase of Rs. 400/- p.m. w.e.f. 01-01-2019.

- (8) *House Rent Allowance*: It is agreed between the parties that HRA shall be paid to all permanent workmen at the rate mentioned below w.e.f. 01-01-2017:

Grade VIII	-	Rs. 3625/- p.m.
Grade VII	-	Rs. 3354/- p.m.
Grade VI	-	Rs. 3092/- p.m.
Grade V	-	Rs. 2930/- p.m.
Grade IV	-	Rs. 2575/- p.m.
Grade III	-	Rs. 2470/- p.m.
Grade II	-	Rs. 2404/- p.m.
Grade I	-	Rs. 2347/- p.m.

- (9) *Washing Allowance*: It is agreed between the parties that all permanent workmen shall be paid Washing Allowance at the rate of Rs. 675/- p.m. w.e.f. 01-01-2017.
- (10) *Canteen Allowance*: It is agreed between the parties that all permanent workmen shall be paid Canteen Allowance at the rate of Rs. 515/- p.m. w.e.f. 01-01-2017.
- It is also agreed by and between the parties that the above amount will have rise of Rs. 50/- p.m. with effect from 01-01-2018 and further rise of Rs. 50/- p.m. with effect from 01-01-2019.
- (11) *Conveyance Allowance*: It is agreed by and between the parties that all permanent workmen shall be paid conveyance allowance at the rate mentioned below w.e.f. 01-01-2017:
- |            |   |                 |
|------------|---|-----------------|
| Grade VIII | - | Rs. 2200/- p.m. |
| Grade VII  | - | Rs. 2040/- p.m. |
| Grade VI   | - | Rs. 1895/- p.m. |
| Grade V    | - | Rs. 1720/- p.m. |
| Grade IV   | - | Rs. 1492/- p.m. |
| Grade III  | - | Rs. 1375/- p.m. |
| Grade II   | - | Rs. 1355/- p.m. |
| Grade I    | - | Rs. 1275/- p.m. |
- It is also agreed by and between the parties that the above amount will have rise of Rs. 50/- p.m. with effect from 01-01-2018 and further rise of Rs. 50/- p.m. with effect from 01-01-2019.
- (12) *Medical Allowance*: It is agreed between the parties that all the permanent workmen shall be paid Medical Allowance at the rate mentioned below w.e.f. 01-01-2017:
- |            |   |                |
|------------|---|----------------|
| Grade VIII | - | Rs. 925/- p.m. |
| Grade VII  | - | Rs. 880/- p.m. |
| Grade VI   | - | Rs. 760/- p.m. |
| Grade V    | - | Rs. 710/- p.m. |
| Grade IV   | - | Rs. 640/- p.m. |
| Grade III  | - | Rs. 540/- p.m. |
| Grade II   | - | Rs. 475/- p.m. |
| Grade I    | - | Rs. 450/- p.m. |
- It is agreed between the parties that subsequent to this settlement/thereafter any worker goes out of purview of ESIC coverage such worker shall be paid additional Medical allowance of 4.75% of eligible wages. However, should there be enhancement in the ESIC limit and if any worker again comes under ESIC purview such worker will be covered under ESIC scheme and Medical allowance of 4.75% of wages shall be withdrawn.
- (13) *Shift Allowance*: It is agreed between the parties that Shift Allowance shall be paid to all permanent workmen working in the IInd Shift and IIIrd shift as follows w.e.f. 01-01-2017:
- |             |   |                     |
|-------------|---|---------------------|
| IInd Shift  | - | Rs. 30/- per shift. |
| IIIrd Shift | - | Rs. 43/- per shift. |
- (14) *Rotation Moulding Allowance*: It is agreed between both the parties that all the permanent workmen shall be paid Rotation Moulding Allowance of Rs. 520/- p.m. as and when they work on oven w.e.f. 01-01-2017.
- (15) *Paid Holidays*: It is agreed between the parties that, the existing practice of 7 compulsory paid holidays along with 2 restricted paid holidays totaling to 9 days will continue. However, during any year when both Ganesh festival and Diwali festival falls on working days (Monday to Saturday) then both the festival will be declared as paid holidays, then in that particular year there will be 10 paid holidays instead of 9 days. In case of any of the above festivals falls on Sunday and existing practice of 9 paid holidays will continue.
- (16) *Leave*: It is agreed between the parties that the existing practice will continue.
- (17) *Transport*: It is agreed between the parties that the existing practice of providing transport facility from the cross on the main road to the factory and vice versa, to report to work, to all permanent workmen will be continued.
- (18) *Increasing productivity/efficiency and reduction of wastages*: It is agreed between the parties that the workers will increase the productivity/efficiency and reduce wastages as compared to the previous years. To achieve this improvement it is agreed to have regular meetings with the Works Committee consisting of workers and management representatives. This committee will set targets and work towards achieving those targets. Management will take suitable disciplinary action against those workers who refuse/fail to achieve the set targets. Union and the workmen have assured that they will make sure that the workers will be regular and punctual in their duties and avoid absenteeism. The workmen agreed to carry out their duties whenever any change is effected in working conditions and also

agreed to co-operate and discharge their duties if any new device/equipment/process is added to improve the productivity.

- (19) *Work Assignment:* It is agreed between the parties that assignment of shift schedules and work to workmen, is the prerogative of the Management and is a Management/Supervisory function. The Union and the workmen assured not to usurp this right of the Management and the workmen will not refuse the work assigned to them, from time to time.

(20) *General Clauses:*

- a. It is mutually agreed between the parties, subject to the provisions of prevailing law, house rent allowance, washing allowance, conveyance allowance, medical allowance, shift allowance, rotation moulding allowance, canteen allowance, shall not be taken into account while calculating indirect benefits like Provident Fund, Gratuity, Bonus, etc.
- b. Benefits in this settlement shall apply to all permanent workmen, who are the members of the Party No. I Union and who are on the rolls of the Company as on 01-01-2017 and continue to be in employment as on the date of signing the settlement. The Union and the workmen individually and jointly agree not to raise or pursue any dispute in respect of any demand whether specifically covered or not, pressed or withdrawn in this settlement and further agrees not to raise or pursue any demand involving financial burden or otherwise on the company directly or indirectly during the subsistence of the settlement except such as may involve specific implementation in the Consent Term.
- c. It is agreed that the existing facilities, benefits, practices and conditions of service which are presently followed and which are not specifically altered, amended or substituted by this Consent Term shall continue.
- d. It is mutually agreed that it is in the common interest of the Management, Union and workmen that the Company should retain its competitive status, earning capacity and this could be achieved through greater operational efficiency, productivity and reduction in

wastage. Workmen agree to participate in the activities at all the times in the implementation of all measures that may be introduced by the Management by change and modification of work flow and work planning, work simplification and procedures, providing/withdrawing machines and equipments for improving current outputs and by identifying unnecessary work, cutting down such work as may be deemed necessary by the management.

- e. The Union and the workmen agree to maintain industrial peace and harmony during the subsistence of this settlement and as such not resolve to any direct action during the subsistence of this Consent Term and shall take recourse of the machinery provided in the provisions of Industrial Disputes Act, 1947.
- (21) The benefits of the consent terms shall be extended to those of the workmen members of the Party No. I Union, who give an acceptance letter in the Format Annexure "A".
- (22) The Arrears arising out of this consent terms shall be paid within 15 working days upon individual workmen submitting the acceptance letter referred to in clause 21 in the Format Annexure "A". The payment by way of arrears shall be made by Bank transfer.
- (23) The Party No. I agreed that in view of the above terms, the Party No. I shall not pursue the present reference No. IT/05/2018 and further agreed that a consent award may please be passed in terms of the above-mentioned terms.
- (24) In order to bring the dispute before the Tribunal to a logical end, the Party No. II agrees not to object to the plea of the Party No. I for an award in terms of the present consent terms.

9. The above Consent terms are signed by Shri Sadanand Nayak, General Manager-Manufacturing and Adv. Shri Girish Sardesai on behalf of Party II, so also Shri Christopher Fonseca and Adv. Shri Suhaas Naik representing the Party I workmen. I have gone through the Consent terms filed as above, which in my view, are just and fair and in the interest of both the Workmen/ Party I as well as Employer/Party II and hence, the same are accepted.

10. In view of above, I pass the following:

**ORDER**

- i. The reference stands disposed of in view of the Consent terms filed by the parties, at Exhibit 16 colly.
- ii. No order as to costs.
- iii. Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

◆◆◆  
Department of Public Health

—  
**Order**

No. 4/3/2008-II/PHD/224

Ex post facto approval of the Government is hereby conveyed for accepting the technical resignation w.e.f. 06-08-2018 (f.n.), tendered by Dr. Teresa Maria Palmira Costa Ferreira, Associate Professor, Department of Neurology, Goa Medical College vide her letter dated 06-08-2018 received by Goa Medical College administration on 08-03-2019 in order to enable her to join the post of Associate Professor, Department of Neurology, Goa Medical College on regular basis w.e.f. 06-08-2018 (f.n.).

By order and in the name of the Governor of Goa.

*Trupti B. Manerkar*, Under Secretary (Health).

Porvorim, 24th April, 2019.

**Notification**

No. 13/14/87-I/PHD(Part file II)/1124

In exercise of the powers conferred by sub-section (1) of Section 33-F of the Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940), the Government of Goa hereby appoints Smt. Nilima Mishal, Senior Scientific Officer (Drugs), Directorate of Food and Drugs Administration, Government of Goa, as the "Government Analyst" in respect of Ayurvedic, Siddha and Unani Drugs for the whole of the State of Goa.

This Notification shall come into force as on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

*Maria Seomara De Souza*, Under Secretary (Health).

Porvorim, 26th April, 2019.

—————  
**Corrigendum**

No. 2/5/2013-II/PHD/252

Read: Government Order No. 2/5/2013-II/PHD/92 dated 04-04-2019.

In the Government order read at preamble, the date appearing as 01-03-2019 (f.n.) may be corrected to read as 01-03-2019 (a.n.).

Rest of the content remains unchanged.

By order and in the name of the Governor of Goa.

*Trupti B. Manerkar*, Under Secretary (Health).

Porvorim, 25th April, 2019.

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